

1. Name of Registrant

Burson-Marsteller

2. Registration No.

2469

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☐ Other purpose (specify) _____

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Finalized contracts

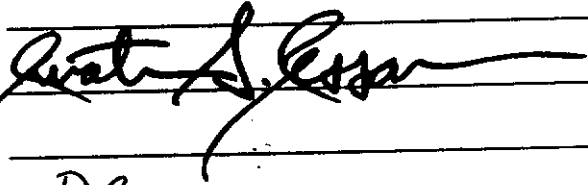
5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Burson-Marsteller is submitting final, signed contracts between itself and the U.S.-Taiwan, ROC Fair Trade Council in order to complete Exhibit B.

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SECTION
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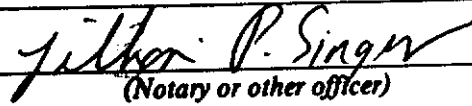
The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)



Subscribed and sworn to before me at Washington, D.C.

this 26th day of October, 19 87


(Notary or other officer)

My commission expires My Commission Expires January 14, 1991

Burson-Marsteller

1850 M Street, N.W.
Suite 900
Washington, D.C. 20036
202.833.8550

Jonathan S. Jessor
Senior Vice President/
General Manager

October 6, 1987

Mr. Tony Chang
General Secretary
U.S.-Taiwan, ROC Fair Trade Council
c/o Taitech International Co-Op
2A, 415 Hsin Yi Road Section 4
Taipei, Taiwan
Republic of China

INTERNAL SECURITY
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CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement"), dated as of October 6, 1987 by and between BURSON-MARSTELLER, Inc., a corporation having offices at 1850 M Street, N.W., Suite 900, Washington, D.C. 20036 ("B-M"), and U.S.-Taiwan, ROC Fair Trade Council (the "Client"), 2A, No. 415, Hsin-Yi Road, Sec. 4, Taipei 10508, Taiwan, ROC.

WITNESSETH

WHEREAS, CLIENT is an organization whose goals are to promote fair trade between the U.S. and Taiwan, the Republic of China (the "ROC") through publicity and other means of generating public awareness and formulating bilateral trade-related public policies, and desires the services of B-M to organize activities in the U.S. (in particular the Client's visit to the U.S. between October 23 and November 11) with a view to achieving such goals; and

WHEREAS, B-M is a professional consulting firm having expertise in the activities contemplated by the CLIENT and wishes to render its professional services to the CLIENT to assist in the accomplishment of its goals above; and

NOW, THEREFORE the parties agree as follows:

I. Services

a. Basic Services

To assist the Client in achieving its goals, B-M will render such professional services ("Basic Services") as the Client shall request from time to time provided that

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such Basic Services are included in those services described in B-M's Public Relations Proposal dated September 11, 1987 which is incorporated herein by reference and constitutes a part of this Agreement, (except pages 44 and 45), and which are summarized as follows:

- i. counseling from time to time;
- ii. formulating specific public relations and government relations plans intended to accomplish the Client's goals;
- iii. conduct of an issue and opinion survey concerning US-ROC trade matters prior to the visit of the Client's delegation to the U.S.;
- iv. conduct of a full-day briefing seminar on US-ROC trade issues to be held upon the arrival of the Client's delegation;
- v. materials preparation for programs contemplated herein;
- vi. seek to obtain appointments with 14 Congressional and Administration officials in the U.S. responsible for trade policies to conduct substantive discussions on bilateral trade matters, the list of which is attached hereto and incorporated herein as Exhibit I;
- vii. conduct of a Congressional reception in connection with the delegation's visit;
- viii. obtaining media and publicity to publicize views of the Client on bilateral trade issues at functions and entities referred to in pages 25 through 31 of B-M's September 11, 1987 Proposal; and
- ix. staging and conducting meetings and discussions with relevant persons (such academic/consumer/business groups) in the U.S. to express the Client's views at functions or entities referred to in pages 31 through 33 of B-M's September 11, 1987 Proposal.

b. Special Services

In addition to the Basic Services, B-M is prepared to provide additional services for such projects and products as Client shall from time to time request. Before B-M begins any such Special Services, Client and B-M shall agree upon B-M's compensation therefor.

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c. Weekly Reports

Each week during the term of this Agreement B-M shall render a written report to the Client describing in detail the progress made during the week and planned work for the next week(s).

II. Compensation

Client agrees to pay B-M for its services as follows:

- a. Each week during the term of this Agreement, Client shall pay B-M an amount estimated to cover any charges expected to be incurred by B-M during the week in servicing Client's account. B-M shall determine such amount by reviewing Client's projected requirements for projects during the week and the estimated costs thereof. Except for Week 1, a billing week begins on Saturday and runs through the following Friday.
- b. Client agrees to pay B-M for all reasonable and appropriate charges and out-of-pocket expenses incurred by B-M in servicing Client's account. Reconciliation between amounts paid pursuant to Section IYA and the actual amount due will be handled in accordance with Section III.
- c. Where B-M uses services of an outside supplier in providing production-related services to Client, Client shall pay B-M the cost of such services. Such costs shall include items such as mechanical and art costs (including typography, artwork and comprehensive layouts) and audiovisual production costs, printing and photography. B-M covenants that (i) it will not seek such third party contractor services unless it does not have such capability in house, (ii) it will select the most competitive supplier to the extent quality may be maintained, and (iii) it will submit the supplier's invoice (or a firm quotation) as soon as possible.
- d. Client shall reimburse B-M (without mark-up) for all reasonable and appropriate travel related expenses and for the entertainment of editorial and other parties whom Client has requested B-M to entertain.
- e. All compensation to Burson-Marsteller shall be in the form of U.S. dollars.

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f. B-M agrees that the total manpower required for the Basic Services, as summarized in Section I (a.), will not exceed US\$197,500 and that the total out-of-pocket expenses for the Basic Services, as summarized in Section I (a.), are US\$40,000 (including US\$6,000 for the Congressional reception). B-M shall not exceed such manpower services and expenses without the prior written consent of the Client. The items of manpower services are broken down as follows:

(i) Issue and Opinion Survey	\$22,000
(ii) Briefing Seminar	\$16,000
(iii) Briefing Books	\$10,000
(iv) Materials Preparation	\$12,000
(v) Congressional/Administration Appointments	\$56,000
(vi) Congressional Reception	\$7,500
(vii) Media/Publicity Program	\$60,000
(viii) Business/Academic/Interest Group Meetings	\$13,500

Total: \$197,500

III. Billing Procedures

- a. Start Date--September 28: B-M will provide an invoice to the Client for estimated manpower to be expended through Friday, Oct. 2. Payment must be made in Taipei on that day, September 28.
- b. October 5: B-M will provide an invoice to the Client for estimated manpower to be expended for the period Oct. 3-9 and adjust any overage/underage for previous invoice. (B-M will indicate actual manpower cost for the previous week, which shall be accompanied by the weekly report). Payment must be made in Taipei on that day, Oct. 5.
- c. October 12: B-M will provide an invoice to the Client for estimated manpower to be expended for period Oct. 10-16 and adjusts any overage for previous invoice based on actual manpower expended. Payment must be made in Taipei on that day, Oct. 12.
- d. B-M and Client will execute the same procedure on Oct. 19, Oct. 26, and Nov. 2, and any final adjustments will be made within seven (7) days after the departure of the Council's delegation from the U.S. Invoices for out-of-pocket expenses may be delayed beyond that date.

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- e. Out-of-pocket costs will be invoiced as quickly as reasonably possible. B-M will include out-of-pocket expenses on weekly invoices and will invoice receipts for all expense items in excess of US\$25.00 and shall otherwise explain fully the nature, amount, recipient and purpose of such expenses where receipts are not available, so as to facilitate the Client's review.
- f. Payments will be made by wire transfer as follows:

"For Burson-Marsteller/New York
Account #910-2-549699
By order of U.S.-Taiwan, ROC Fair Trade Council
Invoiced
To Chase Manhattan Bank
One New York Plaza
New York, New York 10081"
- g. B-M hereby grants the Client three (3) days of grace period for each billing cycle to accommodate the wire transfer procedures.

IV. Term and Termination

- a. The term of this Agreement shall commence as of September 28, 1987, and continue until November 30, 1987, and continue until November 30, 1987. This agreement may be terminated by the Client for justifiable cause with five (5) days prior written notice. B-M shall have the right to terminate this agreement immediately in the event of unjustifiable non-payment of weekly invoices in accordance with Section III. Client shall pay all charges and out-of-pocket expenses incurred up to the effective date of such termination, provided they are in accordance with the services being provided under Section II "Compensation" of this agreement and in compliance with Section III "Billing Procedures" of this document."
- b. Upon the effective date of the termination of this Agreement, all property in B-M's possession belonging to Client shall be returned to Client and all contracts for services and materials entered into by B-M for Client shall be turned over and/or assigned to Client. B-M shall make no contracts for materials or for services extending beyond November 30, 1987.

V. Publicity, Confidentiality and Conflicts of Interest

- a. After material has been issued by B-M to the press or to another third party, its use is no longer under B-M's control. Therefore, B-M can not assure

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the use of its press material by any publication, nor, if published, that it will be accurate. B-M nevertheless covenants that it will not release such materials without the prior authorization and review of the Client and shall exercise its prudent and professional judgment on the initial circulation of such materials. B-M covenants on its behalf and on behalf of its employees, agents and officers to exercise reasonable care and caution to maintain as confidential for a reasonable period of time, all confidential information which is clearly identified in writing as such.

- b. B-M represents that its current relations with the "New China News Agency" are for the purpose of undertaking occasional public relations assignments on behalf of its clients. B-M acknowledges the Council's direction's that no releases or information be provided by B-M directly to the "New China News Agency" regarding the Council or its programs. B-M agrees to notify the Council regarding any new client agreements entered into during the term of this agreement which will be in conflict with the Client's goals as exemplified by the Basic Services to be rendered hereunder. Such notification is to include any agreements to represent the government, or entity of the government, of the "People's Republic of China". B-M and the Client each agree to identify any such potential conflict at the earliest possible opportunity, bring the matter to the attention of the other party, and to resolve it by mutual agreement. Possible resolutions shall include preventing unauthorized exchange of documents and discussions among different working teams of B-M's staff.

VI. Equitable Adjustments

In the event the proposed visit of the Client's delegation to the U.S. is delayed or otherwise rescheduled or restructured, the Parties shall adjust the schedule for manpower and out-of-pocket expenditures by mutual agreement.

VII. Entire Agreement

This Agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in writing signed by the party to be charged.

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VII. Construction

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

IX. Titles

Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective representatives thereunto duly authorized, all as of the date first above written.

BURSON-MARSTELLER, INC.

BY: *Jonathan S. Jussat* 10/6/87
Jonathan S. Jussat
Senior Vice President/
General Manager

U.S.-Taiwan, NUC Rail Trade Council

BY: *Tony Chang* 10/14/87
Mr. Tony Chang
General Secretary

10/14/87

Exhibit I

List of Congressional and Administration Officials

A) United States Senate

Senate Leadership

- 1) Senator Robert Byrd, Majority Leader
- 2) Senator Robert Dole, Minority Leader

Trade Experts: Committee on Finance

- 3) Senator Lloyd Bentsen, Chairman
- 4) Senator John Danforth
- 5) Donald Riegle (Democrat-Michigan)

International Monetary Policy: Committee on
Banking, Housing and Urban Affairs

- 6) Senator Paul Sarbanes
- 7) Senator John Heinz
- 8) Senator Daniel Moynihan (Democrat-New York)
- 9) Senator Max Baucus

B) United States House of Representatives

Trade Experts: Committee on Ways and Means

- 10) Representative Dan Rostenkowski, Chairman

Foreign Policy Experts: Committee on Foreign
Affairs

- 11) Representative Lee Hamilton
- 12) Representative Don Bonker
- 13) Representative Dick Gephardt
(Democrat-Missouri)

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C) Administration Appointments

- 1) President Ronald Reagan
- 2) Vice President George Bush
- 3) Howard Baker, Chief of Staff
- 4) Secretary of the Treasury James Baker
- 5) Assistant Secretary of the Treasury for International Affairs David Mulford
- 6) Charles Darlans Deputy Assistant
- 7) Under Secretary Clarence Brown
- 8) Under Secretary of Commerce for International Trade, Bruce Smart
- 9) Secretary of Labor William Brock
- 10) Deputy Secretary of Labor, Dennis Whitfield
- 11) U.S. Trade Representative Clayton Yeutter
- 12) Deputy U.S. Trade Representative Michael Smith
- 13) Deputy U.S. Trade Representative Alan Woods
- 14) Secretary Lynn, Department of Agriculture